

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO,
BY AND THROUGH ITS OFFICE OF BUDGET AND MANAGEMENT,
AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE CREATIVE SCHOOLS FUND PROGRAM

This intergovernmental Agreement regarding the "Creative Schools Fund" Program (this "Agreement") is made and entered into effective as of the 9th day of January, 2019 (the "Agreement Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Office of Budget and Management ("OBM"), and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the "Board or "CPS").

RECITALS

WHEREAS, the City desires to grant an amount not to exceed \$500,000 (the "City Funds") to the Board for its school-based arts program known as the Creative Schools Fund Program (the "Program") during the term as defined herein; and

WHEREAS, the Program is an initiative between the Board and Ingenuity Incorporated Chicago, an Illinois nonprofit corporation ("Ingenuity"), to support schools and empower teachers to bring the arts to all students; and

WHEREAS, the Program leverages the rich cultural resources of the City to build arts capacity in the schools that need it most, increase sustainability for arts education in schools, seed innovative models for replication within CPS, and fuel classrooms with art supplies and materials; and

WHEREAS, the City Funds will be used to provide direct grants to fifty-one CPS schools for arts programming during 2019.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROGRAM

The Program is described in Exhibit A hereto. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Program or the Board as related thereto. The Board shall include a certification of such compliance with each request for City Funds hereunder and at the time the Program is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

ARTICLE THREE: FUNDING

1. (a) Upon execution of this Agreement, the Board shall provide OBM with a Requisition Form, in the form of Exhibit B hereto, along with: (i) a cost itemization of the applicable portions of the budget attached as Exhibit C hereto; (ii) evidence of the expenditures upon the Program which the Board has incurred, or intends to incur on the Program during the Term hereof; and (iii) all other documentation described in Exhibit B. The City shall review and, in the City's discretion, approve the Requisition Form and make the applicable requested and approved disbursement of City Funds, subject to the availability thereof. The Board will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Program.

(b) Delivery by the Board to OBM of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that the Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Program or the Board as related thereto.

The City shall have the right, in its discretion, to require the Board to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any approval of a Requisition Form by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Board.

2. The current estimate of the cost of the Program is \$500,000. The Board has delivered to the Budget Director of the City (the "Budget Director"), and the Budget Director hereby approves, a detailed Program budget for the Program, attached hereto and incorporated herein as Exhibit C. The City will reimburse the Board an amount not to exceed \$500,000 of the City Funds for 2019, which will be paid or already has been paid by the Board ("Program Expenses"). Neither the Board nor Ingenuity will receive additional funding from the City under this Agreement.

3. If the aggregate cost of the Program is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the Board and expended by the Board on the Program.

4. If requested by the City, the Board shall provide to the City quarterly reports on the progress of the Program and reasonable access to its books and records relating to the Program.

ARTICLE FOUR: TERM

The term of the Agreement shall commence as of the Agreement Date and shall expire on December 31, 2019 ("Term"), unless terminated sooner as provided herein.

ARTICLE FIVE: INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all agreements directly related to this Agreement, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief, the specific performance of the agreements contained herein, or reimbursement of the City Funds.

In the event the Board shall fail to perform a covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

3. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required

hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to Board shall be addressed to:

Ronald DeNard, Senior Vice President of Finance
Board of Education of the City of Chicago
Finance Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602

and

Joseph T. Moriarty, General Counsel
Board of Education of the City of Chicago
Law Department
One North Dearborn Street, Suite 900
Chicago, Illinois 60602

Notice to the City shall be addressed to:

City of Chicago
Office of Budget and Management
Attention: Budget Director
City Hall, Room 604
121 N. LaSalle Street
Chicago, Illinois 60602

and

Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (c) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by both parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the Program.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on November 14, 2018. Execution of this Agreement by the Board is authorized by Board Rule 7-15(d). The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not

influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Board: Ronald DeNard, Senior Vice President of Finance
Board of Education of the City of Chicago
Finance Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602
Phone: 773-553-1561
Email: rdenard@cps.edu


For the City: David Wells
City of Chicago
Office of Budget and Management
City Hall, Room 604
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-7790
(312) 744-3618 (Fax)

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Intergovernmental Agreement to be executed and delivered effective as of the date first above written.

CITY OF CHICAGO, ILLINOIS

By: 
Samantha S. Fields, Budget Director

Date: 11/9/19

**BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

By: _____
Ronald DeNard, Senior Vice President of Finance

Date: _____

Board Rule 7-15(d)

Approved as to legal form:

Joseph T. Moriarty, General Counsel

Attachments:

Exhibit A – The Program

Exhibit B – Requisition Form

Exhibit C – Program Budget

AGREEMENT EXHIBIT A THE PROGRAM

Scope of Work for Creative Schools Fund Program

I. Background:

The Creative Schools Fund Program (“the Program”) is an initiative of Ingenuity Incorporated Chicago, a nonprofit corporation, and Chicago Public Schools to support schools and empower teachers to bring the arts to all students.

The Program leverages the rich cultural resources of Chicago to:

1. Build arts capacity in the schools that need it most
2. Increase sustainability for arts education in schools
3. Seed innovative models for replication within the district
4. Fuel classrooms with art supplies and materials

In the past 5 years, through a partnership with Ingenuity, the Program has granted to over 300 schools, representing over \$10 million in cumulative direct-to-school granting. Grants are typically \$10,000 or \$15,000 to support one of three distinct goals:

- Fill Gaps Via Partnership
 - Work with an arts partner to add or deepen a discipline
- Make Arts More Sustainable in the School
 - Professional development, curriculum building
 - Increased access for students
- Develop Innovative Models
 - New or enhanced practices with potential for replication

II. The Program Guidelines:

Funding typically supports arts programming that meets one or more of these goals, and may be used for any in-school arts related activities, including:

- Field trips and experiential arts learning
- School performances, exhibitions and events
- Materials, supplies and technology for arts learning
- Physical modifications that specifically enable the school to engage in more minutes of arts instruction or expand discipline breadth or depth
- In-school-time arts programming provided by an arts partner
- Out-of-school-time teacher planning and/or peer-to-peer learning
- Consulting support and teacher non-instructional extended day pay to:
 - Engage in teacher professional development and skills-building
 - Build new or enhance existing arts curricula
 - Plan and implement arts integration efforts

Funds may not be used to support projects that replace arts instruction provided by a certified or endorsed classroom teacher or arts specialist, out-of-school time arts programs (ex. after-school) or CPS teacher salaries. This restriction enables the

Program to encourage Principals to hire and sustain certified or endorsed arts instructors in schools as the anchor for sustainable arts education programming.

III. Program Uses Under This Agreement:

The City of Chicago's \$500,000 contribution to the Program will be targeted to support:

- Arts programming in 51 neighborhood, ISP, Options, turnaround, and Service Learning schools
- Of these, 41 schools are brand new to the Program
- The 51 schools represent every network in the city, but are concentrated in the South and West sides of the city among networks that are under-resourced in the arts
- They also represent every arts discipline

**AGREEMENT EXHIBIT B
REQUISITION FORM**

REQUISITION FORM

State of Illinois)
) SS
County of Cook)

The affiant, _____ of the Board of Education of the City of Chicago, a body politic and corporate (the "Board"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Board and the City regarding the Creative Schools Fund Program dated ____, 2019 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Program by the Board to date, or expenditures anticipated for the Project during the Term of the Agreement:

TOTAL: \$ _____

B. [intentionally omitted]

C. The Board requests disbursement for the following costs of the Program:

 \$ _____

D. None of the costs referenced in paragraph C above has been previously reimbursed by the City.

E. The Board hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Board is in compliance with all applicable covenants contained therein.

2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The Board is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, all as may be in effect from time to time, pertaining to or affecting the Program or the Board as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the budget attached as Exhibit C to the Agreement; and (2) evidence of the expenditures, or anticipated expenditures, for which the Board hereby seeks reimbursement/disbursement.

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

BOARD OF EDUCATION
OF THE CITY OF CHICAGO, a body politic and corporate

By: _____
Name: _____
Title: _____

Subscribed and sworn before me this ____ day of _____, _____.

My commission expires: _____

**AGREEMENT EXHIBIT C
PROGRAM BUDGET**

Program Budget - Creative Schools Fund Program

CPS ID	School Name	Discipline	Partner	Amount	Network
609963	Alexander Hamilton Elementary School	Theater	Chicago Children's Theatre	\$10,000.00	ISP
609786	Avalon Park Elementary School	Dance	Design Dance	\$9,850.00	Network 12
610039	Carl von Linne Elementary School	Visual arts	CodeCreate	\$15,000.00	Network 4
610340	Chicago Academy High School	Visual arts	Changing Worlds	\$10,000.00	AUSL
609754	Chicago Military Academy High School	Dance	Joffrey Ballet	\$10,000.00	Service Leadership Academies
610380	Daniel Hale Williams Prep School of Medicine	Music	Lead Guitar	\$9,475.00	Network 9
610221	Daniel Webster Elementary School	Media arts	Westside Media Project	\$10,000.00	Network 5
610254	Dvorak Technology Academy	Visual arts	Art Institute of Chicago	\$5,740.00	AUSL
609862	Edward Coles Elementary Language Academy	Literary arts	Play in a Book	\$10,000.00	Network 12
610137	Ernst Prussing Elementary School	Visual arts	Urban Gateways	\$15,000.00	Network 1
609908	Esmond Elementary School	Dance	Forward Momentum	\$10,000.00	Network 10
609918	Eugene Field Elementary School	Visual arts	Changing Worlds	\$10,000.00	Network 2
609917	Fernwood Elementary School	Theater	Music House	\$10,000.00	Network 13
610305	George Leland Elementary School	Media arts	Westside Media Project	\$10,000.00	Network 3
610219	George Washington Elementary School	Theater	Lifeline Theatre	\$14,963.00	Network 13
609693	George Westinghouse College Prep	Theater	Wellness for Everyone	\$10,000.00	Network 5
609713	Hyde Park Academy High School	Dance	Design Dance	\$7,900.00	Network 9
610276	Irvin C Mollison Elementary School	Dance	Joffrey Ballet	\$10,000.00	Network 9
610256	Jackie Robinson Elementary School	Dance	Wellness for Everyone	\$10,000.00	Network 9
610107	James Otis Elementary School	Visual arts	Art Encounter	\$10,000.00	Network 6
609891	James R Doolittle Jr Elementary School	Music	Lead Guitar	\$9,195.00*	Network 9

601216	John A Walsh Elementary School	Visual arts	ArtReach	\$10,000.00	Network 7
609716	Kelvyn Park High School	Literary arts	Silk Road Rising	\$3,525.00	Network 4
610133	Laura S Ward Elementary School	Dance	Forward Momentum	\$10,000.00	Network 5
610024	Lazaro Cardenas Elementary School	Dance	Dancing with Class	\$10,000.00	Network 7
610369	Mahalia Jackson Elementary School	Theater	Idea Box	\$10,000.00	Network 11
610206	Mark Twain Elementary School	Theater	Adventure Stage Chicago	\$10,000.00	Network 10
609725	Morgan Park High School	Music	The World Music Foundation	\$10,000.00	Network 10
610082	Mount Greenwood Elementary School	Dance	Dancing with Class	\$9,950.00	ISP
610385	Multicultural Academy of Scholarship	Theater	The House Theatre of Chicago	\$9,968.00	Network 15
609806	Myra Bradwell Communications Arts & Sciences ES	Dance	Dancing with Class	\$9,700.00	AUSL
610300	Oliver S Westcott Elementary School	Dance	Forward Momentum	\$10,000.00	Network 11
609997	Oliver Wendell Holmes Elementary School	Music	MUSIC Inc.	\$10,000.00	Network 11
610569	Ombudsman - Chicago Northwest	Dance	Design Dance	\$10,000.00	Options
610115	Park Manor Elementary School	Media arts	Project Osmosis	\$10,000.00	Network 12
609762	Percy L Julian High School	Music	Urban Gateways	\$10,000.00	Network 13
610102	Richard J Oglesby Elementary School	Dance	Dancing with Class	\$8,275.00	Network 11
610234	Richard Yates Elementary School	Theater	Black Ensemble Theater	\$10,000.00	Network 5
610558	Sarah E. Goode STEM Academy	Music	Chicago Sinfonietta	\$10,000.00	Network 10
609745	Southside Occupational Academy High School	Visual arts	Urban Gateways	\$10,000.00	Network 11
609724	Stephen T Mather High School	Music	Chicago Symphony Orchestra	\$9,109.00	Network 2
609921	Telpochcalli Elementary School	Visual arts	ArtReach	\$15,000.00	Network 7
609728	Theodore Roosevelt High School	Music	Chicago Opera Theater	\$10,000.00	Network 1
609715	Thomas Kelly High School	Theater	Northlight	\$10,000.00	Network 8

			Theatre		
609855	Walter S Christopher Elementary School	Dance	Design Dance	\$10,000.00	Network 8
609740	Wells Community Academy High School	Literary arts	Silk Road Rising	\$3,525.00	ISP
610143	William C Reavis Math & Science Specialty ES	Dance	Design Dance	\$7,825.00	Network 9
610097	William P Nixon Elementary School	Dance	International Capoeira Angola Foundation	\$6,000.00	Network 4
400123	YCCS-Academy of Scholastic Achievement HS	Music	Stepson of the Blues LLC	\$10,000.00	Options
400127	YCCS-Austin Career Education Center HS	Literary arts	Young Chicago Authors	\$ 10,000.00	Options
400128	YCCS-CCA Academy HS	Visual arts	Art Institute of Chicago	\$10,000.00	Options
				\$500,000.00	

*An additional \$743.16 will be paid from other funding sources for this line item, for a total cost of \$9,938.16 at James R Doolittle Jr Elementary School.